

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TIME-O-MATIC, INC.	10/02/2013
RECEIVING PARTY DATA	
Name:	GOVERNOR AND COMPANY OF THE BANK OF IRELAND, THE
Street Address:	300 FIRST STAMFORD PLACE
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06902
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13527621
Application Number:	13587866
CORRESPONDENCE DATA	
Fax Number:	(703)770-7901
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-770-7900
Email:	jennifer.sallee@pillsburylaw.com
Correspondent Name:	PILLSBURY WINTHROP SHAW PITTMAN LLP
Address Line 1:	P.O. BOX 10500
Address Line 4:	MCLEAN, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	069784-0000094
NAME OF SUBMITTER:	JENNIFER E. SALLEE
Signature:	/Jennifer E. Sallee/
Date:	10/02/2013

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Total Attachments: 5

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of October 2, 2013 (the “**Effective Date**”) between the signatory hereto (the “**Grantor**”) in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

**RECITALS:**

**WHEREAS**, reference is made to that certain First Lien Guarantee and Collateral Agreement, dated as of October 2, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”; capitalized terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired (collectively, the “**Intellectual Property Collateral**”):

All letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on **Schedule 1** hereto, and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein (collectively, the “**Patents**”).

**Section 2. Recordation.** The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

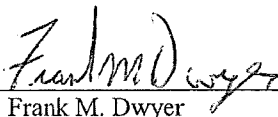
**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

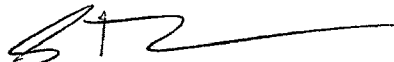
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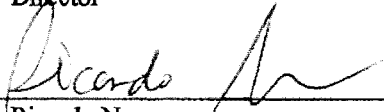
IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**TIME-O-MATIC, INC.,**  
as Grantor

By:   
Name: Frank M. Dwyer  
Title: Chief Financial Officer

**THE GOVERNOR AND COMPANY OF THE  
BANK OF IRELAND, as Collateral Agent**

By:   
Name: Shaun Della Vedova  
Title: Director

By:   
Name: Ricardo Nunes  
Title: Vice President

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

	<u>Patent Title</u>	<u>Patent (Publication) Number</u>	<u>Patent (Publication) Date</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Owner</u>
1.	Multi-Channel LED Sign Module	20120320006	12/20/12	20120527621	6/20/12	Time-O-Matic, Inc.
2.	Multi-Channel Led Sign Module	2012319926	12/20/12	20120587866	8/16/12	Time-O-Matic, Inc.